

PRECONTRACT APPROVAL RECORD (PART ONE)		The Perkin-Elmer Corp. CONTRACT NO. ALX-706 AMENDMENT NO. FINAL SETTLEMENT		57-67 Copy 1 of 2 16 Mar 67	
THIS CONTRACT APPROVAL RECORD CONTAINS A RECOMMENDATION SUBMITTED FOR CONCURRENCE OF THE UNDERSIGNED. CONCURRENCE IN THIS PRECONTRACT APPROVAL RECORD IS RECOMMENDED BY THE CONTRACTING OFFICER. BY CONCURRENCE, THE CHIEF, BUDGET AND FINANCE BRANCH, SIGNIFIES THAT SUFFICIENT FUNDS ARE AVAILABLE (NOT INCLUDING CONTINGENT & EXPOSURE) AND/OR HAVE BEEN ADJUSTED AS PROVIDED IN THIS DOCUMENT.					
TYPE OF CONTRACT					
<input type="checkbox"/> L.I.		<input type="checkbox"/> F.P. REDETERM		<input type="checkbox"/> CPIF	
<input type="checkbox"/> DEFINITIZED		<input type="checkbox"/> FPIP		<input type="checkbox"/> T&M	
<input type="checkbox"/> F.P.		<input checked="" type="checkbox"/> CPFF		<input type="checkbox"/> CALL TYPE	
FINANCIAL DATA					
CONTRACT VALUE		PREVIOUS OBLIGATION - PRIOR FY		PREVIOUS OBLIGATION - CURRENT FY	
\$75,487 FINAL		\$107,040.		\$ 0	
OBLIGATION BY THIS DOCUMENT					
DESCRIPTION, PROGRAM OR LINE ITEM		FISCAL YEAR	PROJECT	AMOUNT	
Advanced Aircraft Systems		1964	ISINGLASS	\$(31,553) Cr.	
TOTAL THIS OBLIGATION				\$(31,553) Cr.	
CONTINGENT UPON AVAILABILITY OF FUNDS					
EXPOSURE LIABILITY					
RATE		DATE	RATE		DATE
CPFF O/H RATES FIXED THRU			PRICING FORMULA FIXED THRU		
T&M RATES FIXED THRU			TECH REP RATES FIXED THRU		
NEGOTIATOR APPROVAL			CD RECORDATION		
SIGNED <i>[Signature]</i> DATE 3/16/67		SIGNED <i>[Signature]</i> DATE 3/16/67		25X1	
PRECONTRACT CONCURRENCES					
UNIT	TYPED NAME	SIGNATURE		DATE	
CONTRACTING OFFICER	<i>[Signature]</i>	SIGNED <i>[Signature]</i>		3/20/67 25X1	
BUDGET & FINANCE				3/21/67 25X1	
GENERAL COUNSEL				3/27/67	
TECHNICAL REPRESENTATIVE				3/23/67	
TECHNICAL REPRESENTATIVE					
CONTRACT SIGNATURE (Contracting Officer)		DATE	DATE MAILED	DATE DISTRIBUTED	
			<i>Final Settlement</i>	31 MAR 1967	

SECRET

PRECONTRACT APPROVAL RECORD (PART TWO)	CONTRACT
<p>The services and equipment being procured by this Contract No. <u>ALX-706</u> are in furtherance of the <u>Advanced Aircraft Sys.</u> Program(s), the nature of which cannot be publicly disclosed for security reasons. The Contracting Officer therefore determines that this procurement must be accomplished by negotiations pursuant to the authority of Section 3(a) of PL 81-110 and Class Determination and Finding, OXC 2122, signed by the DDCI on 15 October 1961.</p> <p>Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury Checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) - see 85-507 dated 7/7/58) for each contract.</p> <p>The following comments describe the procurement hereby effected, the terms and provisions generally of this contract/amendment, and a resume of major issues negotiated:</p> <p>Contract No. ALX-706 covered studies for initial evaluations of problem areas in the design of photographic systems for use in the advanced aircraft system designated Project ISINGLASS.</p> <p>The final cost and property audit of the contract has been completed and a report thereof has been submitted to CMD. The Auditor has recommended for acceptance total cost in the amount of \$67,101. This cost together with the approved fixed-fee of \$8,386 results in a final contract price of \$75,487.</p> <p>In connection with this settlement there are attached the following documents:</p> <p>Audit Report OSA-0007-67 Contractor's Releases S.O.26293 and S.O.26299 Contractor's Assignments of Refunds, Rebates, Credits and other amounts.</p> <p>All work and services required under the contract have been satisfactorily performed. There was no residual inventory. No GFE was supplied to the contractor for performance of the contract. No inventions were conceived or reduced to practice in the performance of the subject contract.</p> <div data-bbox="917 1749 1323 1984" style="border: 1px solid black; padding: 5px; margin-top: 20px;"> <p>Proj: <u>ISINGLASS</u></p> <p>Code: <u>4761-1135</u></p> <p>MOR: <u>35 05 01</u></p> <p>Amt: <u>(43,553.00)</u></p> </div>	

CMA-0007667
#A-2-67

REPLY TO:
Audit Liaison Office
P.O. Box 8155
S.W. Station
Washington, D.C. 20024

3 January 1967

SUBJECT: Advisory Report of Final Audit
The Perkin-Elmer Corporation
Norwalk, Connecticut
CPFF Contract No. ALX-706

TO : Contracting Officer

1. The final audit report with attached forms is forwarded to your office, for distribution in accordance with existing instructions and pertinent terms of the contract. Performance under the contract was started in February 1967.
2. Allowable costs chargeable under the contract were determined in accordance with ASPR, Part 2, Section XV other contractual terms.
3. No credits are known to be due or anticipated.
4. There is no residual inventory under the contract.
5. The results of audit are as follows:

	PR Sales Order No.		Total
	<u>26293</u>	<u>26299</u>	
<u>Contract Value:</u>			
Estimated Cost			\$98,654 ✓
Fixed Fee			8,386*
Total			<u>\$107,040</u>
Cost claimed on preliminary final voucher	\$46,573	\$21,738	\$68,311
Less: Audit disallowances voluntarily deleted by contractor	583	627	1,210
Net cost claimed	<u>\$45,990</u>	<u>\$21,111</u>	<u>\$67,101</u> ✓
Fixed Fee	<u>5,276</u>	<u>3,110</u>	<u>8,386*</u>
Final amount claimed, audited, and approved	<u>\$51,266</u>	<u>\$24,221</u>	<u>\$75,487</u>

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* The contractual fixed fee of \$8,386 was 8.5% of contract original estimated costs. However, it represents 12.5% on the net costs claimed of \$67,010. This is noted for the contracting officer's advise as it appears the initial cost estimate was unrealistic and a fee reduction is warranted. The cost underrun was 32% of initial estimated cost.

ARTHUR G. HANLEY
DCAA Representative - AFL

*Signed original
inquired from 2-8 3/16/67*
CONTRACTOR'S RELEASEContract No. *ALX 706*

Pursuant to the terms of Contract No. *ALX 706* and in consideration of the sum of twenty-four thousand and two hundred and twenty-one and 00/100 Dollars (\$ 24,221.00) which has been or is to be paid under the said contract to THE PERKIN-ELMER CORPORATION, MAIN AVENUE, NORWALK, CONNECTICUT, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 5th. day of December 1966

STAT

*\$ 24,221.
51.266
\$ 75,487*

THE PERKIN-ELMER CORPORATION

STAT

CERTIFICATE

I, , certify that I am the Assistant Secretary STAT of the corporation named as Contractor in the foregoing release; that who signed said release on behalf of said corporation; that said Contractor was of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STAT

(CORPORATE SEAL)

THE PERKIN-ELMER CORPORATION

STAT

Assistant Secretary

CONTRACTOR'S RELEASEContract No. **ALX 706**

Pursuant to the terms of Contract No. **ALX 706** and in consideration of the sum of Fifty-One thousand and two hundred and ~~twenty~~ ^{sixty} six and 00/100 Dollars (\$ 51,266.00) which has been or is to be paid under the said contract to THE PERKIN-ELMER CORPORATION, MAIN AVENUE, NORWALK, CONNECTICUT, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

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The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 5th day of December 1966

THE PERKIN-ELMER CORPORATION

_____, Treasurer

STAT

STAT

CERTIFICATE

I _____, certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then Treasurer of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

THE PERKIN-ELMER CORPORATION

Assistant Secretary

STAT

STAT

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,
CREDITS, AND OTHER AMOUNTS

Contract No. **ALX 706**

Pursuant to the terms of Contract No. **ALX 706** and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder THE PERKIN-ELMER CORPORATION, NORWALK, CONNECTICUT, (hereinafter called the contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the checks (made payable to the treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 5th. day of December 1966.

[Redacted] STAT
THE PERKIN-ELMER CORPORATION
[Redacted] Treasurer STAT

CERTIFICATE

[Redacted], certify that I am the Assistant Secretary of the corporation named as Contractor in the foregoing assignment; [Redacted] STAT who signed said assignment on behalf of the Contractor was then Treasurer of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

[Redacted] STAT
THE PERKIN-ELMER CORPORATION
[Redacted] Assistant Secretary STAT

(CORPORATE SEAL)

Signed original requested on P.E. 2/12/67

CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,
CREDITS, AND OTHER AMOUNTS

OP

Contract No. *ALX 706*

Pursuant to the terms of Contract No. *ALX 706* and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder THE PERKIN-ELMER CORPORATION, NORWALK, CONNECTICUT, (hereinafter called the contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the checks (made payable to the treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
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[Redacted] STAT

THE PERKIN-ELMER CORPORATION

[Redacted] Treasurer STAT

CERTIFICATE

I [Redacted], certify that I am the Assistant Secy STAT
of the corporation named as Contractor in the foregoing assignment; [Redacted] STAT
who signed said assignment on behalf of the Contractor was then Treasurer
of said corporation; that said assignment was duly signed for and in behalf of
said corporation by authority of its governing body and is within the scope of
its corporate powers.

[Redacted] STAT

THE PERKIN-ELMER CORPORATION

[Redacted] Assistant Secretary STAT

(CORPORATE SEAL)